

EXHIBIT 12

WARNING: This product contains nicotine. Nicotine is an addictive chemical.

Store Locator Register a Product Refer an Adult Smoker

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JUUL



WARNING: THIS PRODUCT CONTAINS NICOTINE. NICOTINE IS AN ADDICTIVE CHEMICAL.

JUUL LABS, INC.

TERMS AND CONDITIONS

Effective Date: 1-13-2020

1. GENERAL STATEMENT / WEBSITE TERM OF USE

The www.JUUL.com website, and all related content, mobile applications (if applicable), and associated services (collectively the "Website"), is a service owned and operated by JUUL Labs, Inc. ("JUUL Labs," "us" or "we"). JUUL Labs has adopted these Terms and Conditions to inform you of your rights and obligations when using the Website and/or when purchasing any JUUL Labs products or goods ("Products") ("Terms and Conditions" or "Terms"). Your use of this Website, and/or your purchase of any Products, constitutes your agreement and manifestation of your assent to the following Terms and Conditions. If you do not agree to these Terms and Conditions you may not use the Website or purchase our Products.

JUUL Labs may, and reserves the right to, from time to time modify, limit, change, discontinue, or replace the Website and these Terms and Conditions at any time. In the event JUUL Labs modifies, limits, changes, or replaces the Website or these Terms and Conditions, your continued use thereafter

constitutes your agreement to such modification, limitation, change, or replacement.

It is your responsibility to review these Terms and Conditions on a regular basis to keep yourself informed of any modifications, limitations, changes, or replacements.

JUUL Labs limits purchase of its product via its Website to individuals who are 21 years of age or older. You warrant and agree that you are at least 21 years of age. It is your responsibility to check and understand the local laws in your jurisdiction regarding the legal purchasing age in order to purchase from or access our Website. JUUL Labs does not warrant or guarantee that compliance with these Terms and Conditions will be sufficient to comply with your obligations under applicable laws where you reside or where you use the Website.

Please read these Terms and Conditions carefully to ensure that you understand each provision. **These Terms contain a mandatory individual arbitration and class action/jury trial waiver provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.**

2. ELIGIBILITY, SAFETY ACKNOWLEDGMENT, AND REGISTRATION FOR A JUUL.COM ACCOUNT

This is a contract between you and JUUL Labs. You must read and agree to these Terms and Conditions before using the Website. If you do not agree, you may not use the Website to register for an account. You may use the Website only if you can form a binding contract with JUUL Labs, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. Any use of an account via the Website by anyone under 21 years of age is strictly prohibited and in violation of these Terms.

Our Website contains age-regulated products, which include minimum purchasing and usage age requirements. We take the prevention of underage use very seriously. JUUL Labs products and all other nicotine products should never be used by anyone under the legal purchasing age. An age verification check will occur during the registration process in order to confirm that you are of legal purchasing age. Only persons 21 years of age and older that have been age verified can purchase products and participate in any promotions or offers from the Website. Due to age-restriction laws and regulations, we may use your provided information to conduct age-verification for your purchases and may deny or cancel your purchases due to such regulations.

Additionally, no tobacco-based or nicotine e-liquid product should be considered safe. We encourage consumers to do their own research regarding vapor products and what is right for them. If you have any health concerns about use of JUUL products or any other nicotine delivery or tobacco product, we recommend that you consult with your physician. Inhalation of vapor from JUUL products may trigger reactions such as cough, as well as aggravate pre-existing respiratory or heart conditions.

Additionally, ingestion of nicotine, at any level, may cause other conditions (such as an increase in your

heart rate and blood pressure, dizziness, nausea, and stomach pain). JUUL products are designed for adult smokers to transition away from combustible cigarettes. If you do not currently use nicotine containing products, we recommend that you do not start. CALIFORNIA PROPOSITION 65 WARNING: This product contains chemicals known to the state of California to cause cancer and birth defects or other reproductive harm. WARNING: Contains nicotine, which is an addictive chemical and can be poisonous. Avoid contact with skin and eyes. Do not drink. Keep out of reach of children and pets. In case of accidental contact, seek medical help.

In order to purchase from the Website you must complete the registration process to obtain a user account. You will be required to provide your name, address, email address, phone number, verification of your phone number, and date of birth. You may be further required to provide the last four digits of your Social Security Number, a photograph of a valid government issued ID, and a photograph of yourself. You must provide complete and accurate information about yourself during the registration process and you have an ongoing obligation to update this information if and when it changes. We will handle your information consistent with our Privacy Policy, which is incorporated into these Terms and Conditions by reference.

When you create an account, you will be required to create a user ID and password. You agree that you will never share your user ID and password with anyone else for any reason. You agree that only you will use your account. You agree to contact JUUL Labs immediately in the event you become aware of unauthorized access to your account. You agree that you are solely responsible for all activity that takes place in connection with your account and you agree to indemnify and hold harmless JUUL Labs from any damages that arise out of or in relation to use of your account. You agree that you will not create more than one account. By registering and obtaining an account you affirm that you will follow the Terms and Conditions of this Website and your registration constitutes your consent to enter into agreements with us electronically.

3. TERMINATION OF ACCOUNT

We reserve the right to restrict access to, suspend, disable, terminate, and/or delete your account for any reason that we deem necessary, or for no reason. In the event your account is suspended, disabled, terminated, or deleted, your only option is to request reinstatement of your account by contacting the JUUL Labs Support Team at support.juul.com. You may not open alternate accounts.

4. ELECTRONIC COMMUNICATION – WWW.JUUL.COM ACCOUNT SPECIFIC

With the creation of an account, you agree that we may send to you electronic notices or other communication regarding JUUL Labs and this Website. These types of electronic communications will be sent to the email address that was provided during registration and/or the email address associated with your account. The contents of any communication are effective when sent, regardless of when you receive or whether you read the communication. You can stop receiving these notices and communications at any time with the deactivation of your account.

5. ELECTRONIC COMMUNICATION – MARKETING COMMUNICATION

By completing the registration process on the Website and providing your email address, you are representing you are of legal age to receive JUUL Labs' Newsletter and will receive electronic communications and exclusive offers. These exclusive offers may be unavailable depending on your state and local regulations or other restrictions. All offers are Void Where Prohibited. JUUL Labs Products material are not intended to imply that the Products have been approved by the Food and Drug Administration or that the Food and Drug Administration has deemed this Product to be safe for use by consumers. This Product is not intended to diagnose, treat, cure, or prevent any disease, including the treatment of nicotine addiction and/or dependence.

The email address provided will be used solely by JUUL Labs and will not be sold to, shared with, or otherwise disclosed to other parties, except as permitted under our Privacy Policy. You can choose to stop receiving these offers at any time by filling out an unsubscribe request, using the unsubscribe option on communications or contacting us using the contact information on the Website.

6. COMMUNICATIONS WITH JUUL LABS

Customers and visitors are encouraged to forward comments or other communications to JUUL Labs via www.JUUL.com or via email. You agree that you will not transmit content to JUUL Labs that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You agree that you will not use a false email address, impersonate a third party person or entity, or otherwise mislead JUUL Labs as to the origin of a communication. Communications violating the restrictions of this paragraph shall constitute a violation of these Terms and Conditions, and may result in the termination of your account at the sole discretion of JUUL Labs.

Any material or communication transmitted by you to this Website will not be treated as confidential as described in the JUUL Labs' [Privacy Policy](#). By submitting any content to us through the Website, you grant us a non-exclusive, irrevocable, royalty free, worldwide, and perpetual license to use that content for any purposes, including, without limitation, a license to reproduce, prepare derivative works, distribute, perform publicly, transmit, broadcast, and display the content. Any ideas, concepts, or other materials transmitted by you to JUUL Labs may be used in any manner, including reproduction, transmission, publication or broadcast without compensation. We have the right, at our sole discretion, to edit or refuse to post content submitted by you. The provisions of this paragraph will survive the termination of these Terms and Conditions and for the maximum period permitted under applicable law.

7. PAYMENT

You agree to pay for all purchase orders you place through the Website.

Except where noted otherwise, the prices displayed for JUUL Labs Products represent the full retail

price listed on the product itself. All prices are quoted and payable in U.S. dollars, regardless of where an order is placed or shipped. Foreign exchange rates apply and may depend on the date your order was placed.

Your purchases may also be subject to sales tax, VAT, or other taxes or duties at the point of sale where applicable. Payment of taxes and duties due are your responsibility unless such sales taxes or duties are collected by JUUL Labs at the time of your purchase, in which case JUUL Labs will submit your taxes and/or duties to the appropriate authority on your behalf. JUUL Labs shall not be responsible for failure to pay taxes or duties you owe, unless JUUL Labs has collected such taxes or duties at the time of the purchase.

In the event that you dispute the amount or validity of any payments made to JUUL Labs through this Website, you must notify JUUL Labs in writing, within ten (10) days of payment, of any such dispute by mail at the address listed below or at www.support.juul.com. You expressly agree that your failure to notify JUUL Labs of any dispute within ten (10) days of payment will constitute your express waiver of any claims related to the disputed payment.

You agree that you will pay all costs and expenses of collection, including attorneys' fees, incurred by JUUL Labs in the event of failure to make payment.

8. CANCELLATION POLICY

Orders submitted cannot be cancelled once the tracking information has been generated. Generally, tracking information is generated 24 hours from the time that the order was submitted. To cancel an order placed before tracking information is generated, please contact JUUL Labs' Support Team as soon as possible.

9. RETURN POLICY

In no event will JUUL Labs accept return of and/or issue any refund for purchases made other than through the Website, including purchases made from an authorized JUUL Labs retailer. Products purchased through an authorized JUUL Labs retailer must be returned and refunded through the location from which the Products were purchased.

You have the right to withdraw from the purchase agreement with JUUL Labs and to return any new, unused item purchased through the Website for a refund without giving any reason up to fourteen (14) days following the receipt of the item purchased. To exercise the right of withdrawal, you must inform us of your decision to withdraw from the purchase agreement by contacting JUUL Labs Support. If you withdraw, JUUL Labs will reimburse to you all payments received from you, including the costs of shipment, within fourteen (14) days from the day you inform us of your decision to withdraw. However, JUUL Labs will not reimburse you for any supplemental costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us at the time of purchase.

If you elect to withdraw, you must return the new, unused item purchased to JUUL Labs within fourteen

(14) days of notifying us of your election. We may withhold reimbursement until we have received the purchased item. No refunds will be issued for items not returned within fourteen (14) days of notifying JUUL Labs that you would like to return the items for a refund.

You agree that you will be responsible for the cost of return shipment in the event you elect to withdraw from the purchase agreement and to return an item for a refund.

Because of the nature of the products sold through the Website, for sanitary reasons, JUUL Labs accepts returns of and will issue refunds only for new and unused devices. If the tamper proof seal is broken, we will be unable to accept the returned product and we will not issue a refund.

California Residents. The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

10. DAMAGED / INCOMPLETE / INCORRECT ORDERS

You have a legal guarantee of conformity in connection with items purchased through the Website. You agree to immediately inspect any goods purchased upon receipt of your purchase order. If you received an order shipped from JUUL Labs that is damaged, incorrect, or incomplete, please contact JUUL Labs Support immediately to explain the problem with your order and to request a refund or replacement goods.

JUUL Labs may require you to return damaged items, in which case JUUL Labs will pay for the cost of return shipment.

11. PRODUCT RESALE OR OTHER EXPLOITATION PROHIBITED

You agree not to sell, resell, distribute or make available to others, or otherwise use or exploit for any commercial purposes (including, without limitation, in contests, sweepstakes and/or giveaways) any portion of any Products or services purchased from this Website or otherwise obtained from JUUL Labs or a JUUL Labs representative without prior written permission of an authorized representative of JUUL Labs. Any person or entity that sells, resells, distributes or makes available to others, or otherwise uses or exploits any Products or services for commercial purposes without such prior written permission will have no right or remedy under the product warranty, and may be subject to civil action and/or criminal penalty, as prescribed by law.

12. COMPLIANCE WITH LAW; INDEMNIFICATION

You agree that your use of any JUUL Labs Products and/or JUUL Labs services will comply at all times with all applicable laws and regulations, in all relevant jurisdictions, including without limitation laws and regulations related to product use, resale, marketing, advertising, and/or other forms of promotion.

You agree to indemnify, defend, and hold harmless JUUL Labs and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, liabilities, damages, losses, obligations, costs or debt, expenses (including reasonable attorney's fees), regulatory penalties and enforcement actions arising out of or in connection with: (i) your use of and access to any JUUL Labs Products or services, or this Website, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties herein or your obligations under this Section 12; (iii) your violation of any third party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Website with your unique username, password or other appropriate security code.

13. COUNTERFEITING

The fight against unauthorized sales and counterfeiting is a long-term commitment to quality and service that is taken seriously by JUUL Labs. We advise consumers to be cautious when purchasing products from unauthorized resellers as the quality, reliability and safety of these products is unknown. If you encounter products that do not appear to be genuine JUUL products, you may report the details of your purchase to JUUL Labs Support or local law enforcement.

Please refer to our Authorized Retailer Location webpage (available at www.JUUL.com) or contact JUUL Labs Support to learn more about authorized dealers. Any product purchased outside of our exclusive sales network runs the risk of being counterfeit and is not guaranteed under our Warranty.

JUUL Labs shall have no responsibility or liability for any Products purchased outside of our Website and/or Authorized Retailers.

JUUL Labs will not assist with resolving issues pertaining to the purchase of counterfeit products nor will JUUL Labs provide refunds for such purchases.

14. THIRD PARTY LINKS

This Website may contain links to third-party websites. JUUL Labs does not intend these links to be viewed as an endorsement of those websites or their content. If you decide to access third-party websites, you do so at your own risk. Different terms of use may apply to any third-party website.

15. PRIVACY STATEMENT

For more information about how we use and protect your personal information you may provide

through our Website, please click [here](#) to review the Website's Privacy Policy. Note that JUUL Labs reserves the right to change its Privacy Policy at any time without notice.

16. ARBITRATION AND CLASS ACTION AND JURY TRIAL WAIVER

Read this Section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from JUUL Labs. For any dispute with JUUL Labs, you agree to first contact us via email (support@juul.com) and attempt to resolve the dispute with us informally.

Arbitration. In the unlikely event that JUUL Labs has not been able to resolve a dispute it has with you after sixty (60) days, you and JUUL Labs each agree to resolve any claim, dispute, or controversy arising out of or in connection with or relating to these Terms, the breach or alleged breach thereof, or your purchase or use of JUUL Products (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein (including the exclusion of any claims brought by JUUL Labs for injunctive or other equitable relief as provided in Section 17 below).

JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Wilmington, Delaware, unless you and JUUL Labs agree otherwise. If you are an individual using JUUL Labs Products, services, or the Website for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction consistent with the requirements in Section 17 below.

Class Action and Jury Trial Waiver. With respect to all persons and entities, regardless of whether they have obtained or used the Website or JUUL Labs Products or services for personal, commercial or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action or other representative proceeding. This waiver applies to class arbitration, and, unless JUUL Labs' agrees otherwise, the arbitrator may not consolidate more than one person's claims.

You agree that, by entering into this agreement, you and JUUL Labs are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

17. GOVERNING LAW AND VENUE

These Terms and Conditions will be governed by and interpreted under the laws of the State

of Delaware, USA, without regard to its principles of conflict of laws. Exclusive venue for any action to determine the enforceability of the arbitration provision in Section 16 or the arbitrability thereunder of any dispute, or to enforce an arbitral award rendered pursuant to these Terms and Conditions will be the state or federal courts of Wilmington, Delaware. You agree that Wilmington, Delaware is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision in Section 16 is found to be unenforceable. You agree not to bring any such actions in any other venue and you expressly agree to waive all objections to these venues.

You expressly consent to be subject to the personal jurisdiction of the state and federal courts of Delaware. You agree that: (i) the Website and JUUL Labs Products and services shall be deemed solely based in Delaware; and (ii) the Website and JUUL Labs' services shall be deemed passive ones that do not give rise to personal jurisdiction over JUUL Labs, either specific or general, in jurisdictions other than Delaware.

The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). **THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED.**

We reserve the right to seek injunctive or other equitable relief to prevent the actual or threatened infringement, misappropriation, or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights. You agree to submit to the personal jurisdiction of the federal and state courts located in Wilmington, Delaware for any actions for any such relief.

18. RELEASE AND WAIVER OF CLAIMS; ASSUMPTION OF RISK

YOU HEREBY AGREE TO THE FOLLOWING, WHICH IS PERMITTED BY LAW: (i) to waive any and all claims, other than claims for personal injury, that you have or may have in the future against JUUL Labs, or any of its distributors, resulting from use of the Website and JUUL Labs Products and services; and (ii) to release JUUL Labs or any of its distributors from any and all liability from any loss, damage, injury or expense, other than liability for personal injury, that you or any users of this Website and any JUUL Labs Products or services may suffer as a result of the use of any of the foregoing, due to any cause whatsoever, including negligence or breach of contract on the part of JUUL Labs, in the design or manufacture of the Website or of any JUUL Labs Products or services.

In the event of your death or incapacity, these Terms shall be effective and binding upon your heirs, next of kin, executors, administrators, assigns and representatives.

You hereby expressly waive any and all rights and benefits conferred upon you by the provisions of Section 1542 of the Civil Code of California (or any applicable analogous law), which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or

her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor."

You and JUUL Labs understand and agree that claims or facts in addition to or different from those which are now known or believed by each of them to exist may hereafter be discovered, but it is your intention to release all claims you have or may have against JUUL Labs, other than claims for personal injury, and any and all of its successors, subsidiaries, parents, affiliates, investors, branches or related entities, or those entities' officers, directors, employees, stockholders, partners, members, consultants, agents, attorneys, employee benefit plans or assigns, whether those claims are known or unknown, suspected or unsuspected.

19. TRADEMARKS AND COPYRIGHT

This Website features trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data that are the property of JUUL Labs and its affiliates or licensors. This Website also may include trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data of other third parties. All of these trademarks, service marks, logos, text, software, files, graphics, photos, images, design, music, video and data are the property of their respective owners, and you agree not to use them in any manner without the prior permission of the applicable owner. This Website and all of its content are protected under copyright, trademark and other laws of the United States and other countries.

20. USE OF MATERIAL FROM THIS WEBSITE

All content of this Website, including but not limited to, any text, software, files, graphics, photos, images, designs, music, musical compositions, video, audio visual works, and data found on this Website (collectively the "Materials"), are the property of and owned by JUUL Labs or its licensors, and are protected by copyright, trademark, and/or other laws. You expressly agree that you are prohibited from, including but not limited to, the following: reproducing, copying, modifying, displaying, adapting, publishing, translating, performing publicly, reverse engineering, transferring, transmitting, broadcasting, distributing, licensing, selling, creating derivative works of, or gifting, in whole or in part, the Materials.

The Website and related content is provided for informational purposes only. Your use of this Website is at your sole risk. This Website is provided on an "AS IS" and on an "as available" basis. Although we make all reasonable efforts to ensure that the content of the Website is updated and corrected, we do not guarantee the accuracy of any content. The material contained on this Website may contain inaccuracies and typographical errors. You agree that we have no duty to screen content that is provided to the Website by you or others, nor are we liable for such content. We have the right, at our sole discretion, to refuse to post or to edit submitted content. We reserve the right to remove content for any reason, but we are not responsible for any failure or delay in removing such material. Changes are periodically made to the Website and may be made at any time period. If you download any materials from this Website, you do so at your own discretion and risk. You will be solely responsible for any

damage to your computer system or data that results from the download of any such materials.

21. WARRANTY LIMITATIONS

Except as provided in JUUL Labs "Limited warranty" a copy of which may be reviewed at www.Juul.Com/warranty (the "Limited warranty"), JUUL Labs products and services, and this website, are provided on an "As is" and "As available" basis. Use of the foregoing is at your own risk. To the maximum extent permitted by applicable law and to the extent not covered under the limited warranty, JUUL Labs expressly disclaims any and all express warranties of any kind, and limits the duration of any and all implied warranties of any kind (including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement), whether related to use of this website or juul labs products or services. No advice or information concerning the use of any juul labs products, whether oral or written, obtained by you from JUUL Labs or through any JUUL Labs product or service will create any warranty not expressly stated herein. Without limiting the foregoing, except as provided in the limited warranty (a copy of which may be reviewed at www.Juul.Com/warranty), and except to the extent prohibited by the laws of any state, JUUL Labs, its subsidiaries, its affiliates, and its licensors do not warrant that the content or any information on the website, is or will be complete, accurate, adequate, reliable, useful, timely, or correct; that the juul labs products and services, and this website, will meet your requirements or be free from defects, including product or device leaking; that the site will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the juul labs products or services, or this website, is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the website is downloaded at your own risk, and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the website.

JUUL Labs does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the service or any hyperlinked website or service, and JUUL Labs will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

You acknowledge that you must register an online account and agree to JUUL Labs' terms and conditions to receive warranty service.

Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of implied warranties, so the above exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers. Limitations and exclusions under this agreement will not apply to the extent prohibited by applicable law.

22. LIMITATION OF LIABILITY

To the fullest extent permitted under applicable law, you understand and agree that neither JUUL Labs

nor any of its affiliates, agents, directors, employees, suppliers, licensors, or third-party content providers shall be liable for any direct, indirect, incidental, special, exemplary, consequential, punitive or any other damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, relating to or resulting from: 1) purchase and/or use of any juul labs products or services; 2) use of, access to, or inability to use this website; 3) use or inability to use any other website you access from a link through this website; or 4) any actions we take or fail to take as a result of email messages you send us; in each case, in an amount exceeding the amount you paid to juul labs hereunder or \$100.00, whichever is greater. This limitation of liability includes, but is not limited to, damages for errors, omissions, interruptions, defects, delays, computer viruses, loss of profits, loss of data, unauthorized access to and alteration of transmissions and data and any other tangible or intangible losses. This limitation applies regardless of whether the damages are claimed under the terms of a contract, or as a result of negligence, or otherwise arise out of or in connection with the use, inability to use, or performance of the information, services, products or materials available from this website, and even if we or our representatives have been negligent or have been advised of the possibility of such damages. Because some jurisdictions do not allow limitation of liability for consequential or incidental damages, all or some of the above limitations may not apply to you.

23. LOST DEVICE REPLACEMENT PLAN

This Section governs the services provided by JUUL Labs under the JUUL Labs Loss Protection Plan (the "Plan"), which is incorporated into the Terms by reference. "You" "your" and similar terms refer to end user consumer purchasers subject to the terms of the Plan. Except as specified in this Plan, benefits under this Plan are additional to your rights under applicable laws, the Limited Warranty (a copy of which may be reviewed at www.juul.com/warranty), and any technical support. The Plan covers JUUL devices contained in JUUL Starter Kits and JUUL Device Kits (collectively, "Covered Devices") purchased by end user consumers. Coverage begins when you purchase a Covered Device and continues for one year after the date of the purchase of such Covered Device (the "Plan Term").

If during the Plan Term, you submit a valid claim by notifying JUUL Labs that you have lost a Covered Device, JUUL Labs will allow you to purchase a replacement device up to two (2) times within one (1) year from the date of purchase of the original Covered Device at a discounted rate of fifteen (\$15) dollars off a JUUL Device Kit, but not more often than one (1) time per 24 hours.

All replacement devices provided under this Plan will at a minimum be functionally equivalent to the original product but may not be the exact same model.

Exclusions apply as described below. Further, services under the Plan expire and all of JUUL Labs' obligations to you under the Plan are fulfilled in their entirety once JUUL Labs has provided you with the maximum number of replacement devices allowed under the plan. You may obtain service or Technical Support by contacting customer support at www.support.JUUL.com.

JUUL Labs may change the method by which JUUL Labs provides Plan services to you, and your Covered Device's eligibility to receive service. Service options, availability and response times may vary. You may be responsible for shipping and handling charges to facilitate service in a location

where service is available and will be responsible for all associated taxes and charges.

To receive service or support under the Plan, you agree to (i) provide proof of purchase of your original Covered Device, (ii) provide information about the loss of the Covered Device, (iii) respond to requests for information, and (iv) follow instructions JUUL Labs gives you.

To the maximum extent permitted by applicable law, JUUL Labs and its employees and agents will under no circumstances be liable to you or any subsequent owner of the covered devices for any indirect or consequential damages, including, but not limited to, the failure to maintain the confidentiality of data, any loss of business, profits, revenue or anticipated savings, resulting from juul labs's obligations under this plan. To the maximum extent permitted by applicable law, the limit of JUUL Labs and its employees' and agents' liability to you and any subsequent owner arising under the plan shall not exceed the original price paid for the covered device.

- (a) JUUL Labs is not responsible for any failures or delays in performing under the Plan that are due to events outside JUUL Labs's reasonable control.
- (b) This Plan is offered and valid only in the fifty states of the United States of America and the District of Columbia, except where prohibited by local law or regulation. Persons who have not reached the age twenty-one (21) years at time of purchase are ineligible for the Plan.
- (c) You agree that any information or data disclosed to JUUL Labs under this Plan is not confidential or proprietary to you. Furthermore, you agree that JUUL Labs may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the JUUL Labs Privacy Policy which you agreed to when setting up an account on JUUL.com.
- (d) JUUL Labs will protect your information in accordance with the JUUL Labs Privacy Policy available at <https://www.juul.com/privacy-policy>.
- (e) The terms of the Plan shall prevail over any conflicting, additional, or other terms of any purchase order or other document and constitute your and JUUL Labs's entire understanding with respect to the Plan.
- (f) Except where prohibited by law, the laws of the State of Delaware govern the Plan as issued to U.S. customers. If these terms are inconsistent with the laws of any jurisdiction where you reside, then the laws of that jurisdiction will control.
- (g) You are not eligible to receive service under the Plan if: (i) such service is disallowed or limited by federal, state, or local law or regulation; (ii) the purchase of a Covered Device was not made by you; (iii) JUUL Labs has reason to believe that a claim is invalid due to fraud or misrepresentation, or is otherwise the result of a scheme to manipulate the Plan; (iv) you purchase JUUL Products for resale — the Program is only available to end user consumers of JUUL Products; or (v) you have already made a claim under the Warranty for the Covered Device.

24. MISCELLANEOUS

Orders must be placed before 3pm PT for next-day delivery. Additionally, all orders placed in

California must receive an automated telephone message to confirm purchase pre-delivery.

Severability: A finding that any term or provision of these Terms and Conditions is invalid or unenforceable will be removed from these Terms and Conditions and will not affect the validity or enforceability of the remaining Terms and Conditions.

Assignment: These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by JUUL Labs without restriction. Any attempted transfer or assignment in violation hereof shall be null and void. No waiver by JUUL Labs of any breach of this Agreement is effective unless in writing.

You agree that these Terms and Conditions, the Privacy Policy, Limited Warranty, and our Lost Device Replacement Plan, which are incorporated by reference, constitute the entire agreement between you and JUUL Labs with respect to the Website, your purchases, and your relationship with JUUL Labs and that there are no further understandings, agreements, or representations with respect to the Website that are not specified in these Terms and Conditions. All notice required or permitted under these Terms and Conditions shall be made in writing by mail or by email to:

JUUL Labs, Inc.
560 20th St.,
San Francisco, CA 94107
support.juul.com

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The sale of tobacco products to minors is prohibited by law.

Warning:

This product contains nicotine. Nicotine is an addictive chemical.

California Proposition 65 Warning:

This product contains chemicals known to the state of California to cause cancer and birth defects or other reproductive harm.

Protected by issued and/or pending **US and international patents**